## EXCERPT FROM THE NATIONAL AGREEMENT

August 21, 1954

# CARRIERS' PROPOSALS

# ARTICLE IV - CARRIERS' PROPOSAL NO. 6

Eliminate existing rules, regulations, interpretations or practices, however established, which restrict the right of a Carrier to require furloughed employes to perform extra and relief work.

This proposal is disposed of by adoption of the following:

- 1. The Carrier shall have the right to use furloughed employes to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employes have signified in the manner provided in paragraph 2 hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employes to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employes will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temorary vacancies. It is also understood that mangement retains the right to use the regular employe, under pertinent rules of the agreement, rather than call a furloughed employe.
- 2. Furloughed employes desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employe may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman. If such employee should again desire to be considered available for such service notice to that effect as outlined hereinabove must again be given in writing. Furloughed employes who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employes so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.
- 3. Furloughed employes who have indicated their desire to participate in such extra and relief work will be called in seniority order

for this service. Where extra lists are maintained under the rules of the applicable agreement such employes will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

- NOTE 1: In the application of this rule to employes who are represented by the organizations affiliated with the Railway Employees Department, A. F. of L., it shall not apply to extra work.
- NOTE 2: Employes who are on approved leave of absence will not be considered furloughed employes for purposes of this agreement.
- NOTE 3: Furloughed employes shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employe representative or representatives on or before October 1, 1954.

EXCERPT FROM THE NATIONAL AGREEMENT Of December 6, 1978

(APPLICABLE TO BOILERMAKERS-BLACKSMITHS, (CARMEN, ELECTRICIANS AND FIREMEN & OILERS)

### ARTICLE VIII - ENTRY RATES

#### Section 1:

Laborers, coach cleaners, helpers and upgraded mechanics will be paid as follows during their first 244 days of actual service; provided however, that this provision shall apply only to employes who enter service under agreements with the organizations signatory hereto on or after the effective date of this Article:

- (a) For the first 122 days of service, such employes shall be paid 90% of the applicable rates of pay (including COLA).
- (b) For the second 122 days of service, such employes shall be paid 95% of the applicable rates of pay (including COLA).

NOTE: An employe will be credited with a "day of service" if he performs at least four hours of compensated service.

#### Section 2:

When an employe has completed a total of 244 days of service in any shop craft position (or combination thereof) this Article will no longer be applicable. Employes who have had a shop craft employment relationship with the Carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

#### EXCERPT FROM THE NATIONAL AGREEMENT

Of

December 2, 1978

(APPLICABLE TO MACHINISTS)

### ARTICLE IX - ENTRY RATES

Machinists helpers will be paid 90% of the applicable rate of pay (including COLA) for the first twelve (12) calendar months of employment; provided, however, that this provision shall apply to employes who enter service under the IAM&AW Agreement on and after the effective date of this Article. During any portion of the first twelve (12) calendar months of employment in which any employe serves as an upgraded mechanic he shall be paid 90% of the applicable mechanic rate. Any calendar month in which an employedoes not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

## EXCERPT FROM THE NATIONAL AGREEMENT OF DECEMBER 4, 1978

(Applicable to Sheet Metal Workers)

ARTICLE IX - ENTRY RATES

Section 1 - Service First 12-Months

Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service:

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered. However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.
- (b) When an employee has completed a total of twelve (12) calendar months of employment in any shop craft position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position will be paid at the full applicable rate after completion of a total of twelve (12) calendar months combined employment.
- (c) Any calendar month in which an employee does not render compensated service due to voluntary absences, suspension, or dismissal shall not count toward completion of the twelve (12) month period.
- (d) The reduced rates provided by this Article are not applicable to apprentices, trainees, student mechanics, journeymen (not upgraded) mechanics and foremen.

## Section 2 - Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. However, if such agreements provide for payment at a lower rate for less than the first twelve (12) calendar months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.